



CHOATE HALL & STEWART LLP

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**BY ELECTRONIC COURT FILING**

The Honorable Douglas P. Woodlock  
UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS  
John Joseph Moakley U.S. Courthouse, Suite 4110  
One Courthouse Way  
Boston, Massachusetts 02210

Re: John Hancock Life Insurance Company, et al.  
v. Abbott Laboratories  
U.S.D.C. (Mass.) Civil Action No. 05-11150-DPW

Dear Judge Woodlock:

I write on behalf of plaintiffs John Hancock Life Insurance Company, John Hancock Variable Life Insurance Company, and Manulife Insurance Company (collectively "John Hancock"). At the recent status conference on October 25, Your Honor instructed the parties to notify you of any factual disputes that they believe would preclude the Court from resolving the issues of (1) John Hancock's right to receive one-third of the unspent Aggregate Spending Amount as provided for in Section 3.3(b) of the March 2001 Research Funding Agreement, and (2) the availability of rescission as a remedy, for resolution by the court on a "case stated" basis. Because John Hancock has agreed that both issues can and should be resolved on a case-stated basis, John Hancock believes that no such factual disputes exist.

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "brian a. davis".

Brian A. Davis

cc: Jeffrey I. Weinberger, Esq. (by ECF and regular mail)  
Peter E. Gelhaar, Esq. (by ECF and regular mail)  
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